

1 BILL NO. S-86-03-07

2 SPECIAL ORDINANCE NO. S-

46-86

3 AN ORDINANCE approving the Contract
4 for Res. #898-85, Doenges Drive Sanitary
5 Sewer, by the City of Fort Wayne, In-
6 diana, by and through its Board of
7 Public Works and Safety and All Star
8 Construction & Excavating, Inc.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
10 THE CITY OF FORT WAYNE, INDIANA:


11 SECTION 1. That the annexed Contract for Res. #898-85,
12 Doenges Drive Sanitary Sewer, between the City of Fort Wayne, by
13 and through its Board of Public Works and Safety, and All Star
14 Construction & Excavating, Inc., for:

15 the elimination of pollution with the
16 immediate area as described: Beginning
17 at the Southeast corner of Lot #6 in
18 Selma E. & Fred W. Davids Fourth Addn.
19 & the Northern right-of-way of Doenges
20 Drive; thence West along said Northern
21 right-of-way to the East 1/2 line of the
22 Northeast 1/4 of Sec. 29, Twnsp. 31,
23 Range 13 E. 1/2 line to the Southern
24 right-of-way of Stellhorn Road (SR#37);
25 thence E. along said right-of-way to the
26 NE corner of Lot #3 located in Selma
27 E. & Fred W. Davids First Addn.; thence
28 S. along said E. line of Lot #3 to the
29 Southern boundary of said First Addn.;
30 thence E. along said Southern boundary
31 to the NE corner of Lot 36 in Selma E.
32 & Fred W. Davids 4th Addn.; thence S.
along the E. line of Lot #6 to the
Northern right-of-way of Doenges Drive;

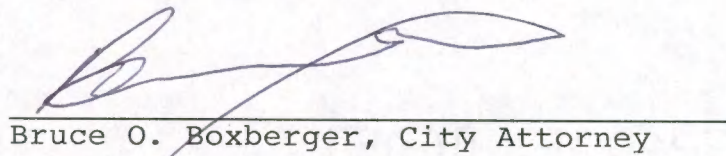
involving a total cost of Thirteen Thousand Two Hundred Eighty-Five
and No/100 Dollars (\$13, 285.00), all as more particularly set
forth in said Resolution and Contract, and which is on file with
the Office of the Board of Public Works and Safety and is, by
reference, incorporated herein, made a part hereof, and is hereby
in all things ratified, confirmed and approved. Two (2) copies
of said Contract are on file with the Office of the City Clerk
and made available for public inspection, according to law.

1 Page Two

2 SECTION 2. That this Ordinance shall be in full force
3 and effect from and after its passage, and any and all necessary
4 approval by the Mayor.

5 
6 _____
7 Councilmember

8 APPROVED AS TO FORM
9 AND LEGALITY

10 
11 _____
12 Bruce O. Boxberger, City Attorney

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Read the first time in full and on motion by Burns, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ .M., E.

DATE: 3-11-86 Maryde E. Kennedy, City Clerk
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Stier, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>BRADBURY</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>BURNS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>EISBART</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>GiaQUINTA</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>HENRY</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>REDD</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>STIER</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>TALARICO</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 3-25-86 Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. S-46-86 on the 25th day of March, 1986.

ATTEST: Sandra E. Kennedy (SEAL) Samuel J. Talarico
SANDRA E. KENNEDY, CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th day of March, 1986, at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 27th day of March, 1986, at the hour of 10⁰⁰ o'clock A.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

**BOARD OF PUBLIC WORKS and SAFETY
INVITATION FOR BIDS/AWARD OF CONTRACT*
(Non-Federally Assisted Construction)**

PROJECT: Doenges Drive Sanitary Sewer **Contract No.** 898-1985

CONTENTS**Resolution No.** 898-1985

Check if Contained	Pages	
X	1	Cover Sheet
X	A/1 - A/2	Advertisement for Bids
X	I/1 - I/9	Instructions to Bidders
X	S/ 1	Schedule
X	S/ 2-S/	Schedule of Items
	S/	Notes 1 and 2
X	NCA/1	Non-Collusion Affidavit
X	BB/1-BB/2	Bidder's Bond
X	FS/1	Certificate in Lieu of Financial State- ment Form 96A
x	PB/1-PB/2	Specimen Form-Payment Bond
X	PGB/1-3	Specimen Form-Perfor. & Guaranty Bond
X	GP/1-GP/7	General Provisions
X	WS/1	Prevailing Wage Rates-State of Indiana
X	SP/1-SP/	Special Project Specifications

ATTACHMENTS

X			Project Plans Drawing # SY- 11149	
X			General Specifications and Conditions	
			Detail Standard Construction Standards	
			WPCE Department, City of Fort Wayne	
X		EA/1-EA/4	Escrow Agreement	
X		RW/1	Right-of-Way Cut Permit	
X		NP/1	Notice to Proceed	
X		CO/1-CO/2	Change Order - Specimen Form	
X		NA/1	Notice of Award	
DISCOUNT for PROMPT PAYMENT (See Gen. Prov)	10 CALENDAR DAYS _____ %	20 CALENDAR DAYS _____ %	30 CALENDAR DAYS. _____ %	OTHER _____ %

ACKNOWLEDGEMENT of AMENDMENTS #/	Amendment No. <u>(1)</u> <u>Edison</u>	Date <u>1/29/86</u>	Amendment No. _____	Date _____
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BID SUBMITTED**ALL STAR CONSTRUCTION & EXCAVATING, INC.**

5722 Langford Lane

Fort Wayne, Indiana 46804

By: Edward F. FossIts President

Offer

Date 1/29/86

Bidder agrees to keep bid open for accep-
tance for _____ (90 days unless
otherwise specified)

Compliance J. Adams

O.C.2/85

ACCEPTANCE OF BID/AWARD OF CONTRACT**CITY OF FORT WAYNE****Board of Public Works & Safety**

David Hunt
J.D. Connelley

CITY OF FORT WAYNE

Win Moses, Jr., Mayor

AWARD

2/12/86



CONSTRUCTION
& EXCAVATING

5722 LANGFORD LANE
FORT WAYNE IN-46804

February 7, 1986

City of Fort Wayne Compliance Office
City-County Building
One East Main Street
Fort Wayne, IN 46802

Gentlemen:

This is to amend the MBE and WBE percentages submitted for the Doenges Drive Sewer Project as follows:

WBE - 1%	Listings:	Aggregate Leasing - Fort Wayne, Indiana Buzzard Brothers Trucking - Zanesville, IN Statewide Trucking - Fort Wayne, IN
MBE - 5%	Listings:	Copeland & Sons Trucking - Fort Wayne, IN Westacres Nursery & Landscaping - Fort Wayne, IN

We are hopeful that this fulfills the requirements which you requested to be amended.

Sincerely yours,

A handwritten signature in cursive script that reads "Edward F. Foss".

Edward F. Foss
President

EFF/jaf

RECEIVED

FEB 7 1986

Water Pollution Control Engr. Dept.
City-County Building, One Main St.
Ft. Wayne, Indiana 46802

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

- B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____. (cross out inapplicable provision)

- C. The undersigned commits 0% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1.		
2.		
3.		

- D. The undersigned commits 0% of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1.		
2.		
3.		

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons:

Job is too small, will do job with our forces

2. We have taken the following steps in an attempt to comply with these participation goals:

Looked for areas to subcontract but job too small to sub out any work that relates to construction
(attach additional sheets as necessary)

ALL STAR CONSTRUCTION & EXCAVATING, INC.
Contractor 5722 Langford Lane
Fort Wayne, Indiana 46804

By Edward Fiss

Its President

Contractor _____

By _____

Its _____

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The Bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons:

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

(attach additional sheets if necessary)

ALL STAR CONSTRUCTION & EXCAVATING, INC.

5722 Langford Lane

Fort Wayne, Indiana 46804

Contractor

By

Edward F. Foss

Its

President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ____ day of _____, 19____, commencing at ____ o'clock ____ M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

SCHEDULE
Board of Public Works & Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

"Doenges Drive Sanitary Sewer - Resolution 898-1985"

All work will be performed in accordance with: Resolution No. 898-1985, Instructions to Bidders, Bond Forms, the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE OF \$13,285.00 (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after the Board issues a written notice to proceed. All work shall be completed within 120 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X". It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before ____ days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$_____ price per day for each and every day after ____ days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of \$_____ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United State of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any defect in any bid.

1/2/86

PROJECT NAME: "DOENGES DRIVE SANITARY SEWER"

TOTAL CONSTRUCTION COSTS

13,285	00
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IN WITNESS WHEREOF, the bidder(s) (a firm) by its Owner(s) named below, hereunto set their hand(s) and seal(s) this ____ day of _____, 198 ____.

Firm Name: _____

By: _____

IN TESTIMONY WHEREOF, the bidder(s) (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 29 day of Jan, 198 6.

ALL STAR CONSTRUCTION & EXCAVATING, INC.
5722 Langford Lane
Fort Wayne, Indiana 46804

Name of Corporation

By: Edward F. Fose
President

ATTEST:

[Signature]

NOTE 3: Use this form if bidder's bond accompanies bids.
Enclosed herewith find a bidder's bond in an amount equal to a ten (10%) percent of maximum bid herein, subject to the approval of the Board of Public Works, conditioned as follows: That if the Board of Public Works shall award All Star Construction & Excavating, Inc. the contract for said work, and if All Star Construction & Excavating, Inc. shall enter into a contract and furnish a 100% Performance Bond as required within 10 days from the date, he is notified of the acceptance of his bid, then the obligation of said bond shall be null and void, otherwise to remain in full force and effect.



BID BOND

Approved by The American Institute of Architects,
A.I.A. Document No. A-310 (Feb. 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS,

That we ALL STAR CONSTRUCTION & EXCAVATING, INC.

and CONTINENTAL INSURANCE COMPANY as Principal, hereinafter called the Principal,

of New York, New York
a corporation duly organized under the laws of the State of New York, as Surety, hereinafter called the Surety, are held
and firmly bound unto City of Fort Wayne, Indiana, Board of Public Works and Safety,
1 Main Street, Fort Wayne, Indiana 46802

, as Oblige, hereinafter called the Oblige,
in the sum of Five Per Cent (5%) of Maximum Bid Dollars
(\$-----), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind our-
selves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Sanitary Sewer - Doenges Drive
Contract #898-1985

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a contract with the Oblige
in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with
good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the
prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal
shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount
for which the Oblige may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be
null and void, otherwise to remain in full force and effect.

Signed and sealed this 29th day of January A. D. 19 86

ALL STAR CONSTRUCTION & EXCAVATING, INC. (Seal)

BY Edward F. For (Principal)
(Title) president

YASTE, ZENT & RYE AGENCY, INC.

CONTINENTAL INSURANCE COMPANY (Seal)

(Surety)

Card J. Blum

127 W. Be (Witness)
Fort Wayne, Indiana 46802

Ronald J. Blum
Attorney-in-fact (Title)

The Continental Insurance Company

180 Maiden Lane, New York, New York 10038

GENERAL POWER OF ATTORNEY

Know all men by these Presents, That THE CONTINENTAL INSURANCE COMPANY has made, constituted and appointed, and by these presents does make, constitute and appoint

Donald T. Belbutowski of Fort Wayne, Indiana

its true and lawful attorney, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

All Obligees

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

Five Million (\$5,000,000) Dollars.

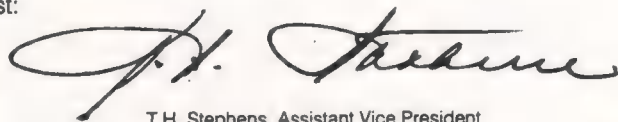
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 1st day of November, 1977:

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company, be, and that each or any of them is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the Company, bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

In Witness Whereof, THE CONTINENTAL INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Assistant Vice Presidents this 4th day of June, 1984.

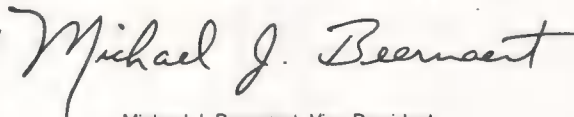
Attest:



T.H. Stephens, Assistant Vice President

THE CONTINENTAL INSURANCE COMPANY

By



Michael J. Beernaert, Vice-President

STATE OF NEW JERSEY }
COUNTY OF MIDDLESEX }

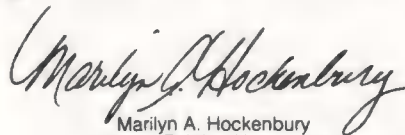
ss.:



On this 4th day of June, 1984, before me personally came Michael J. Beernaert, to me known, who being by me duly sworn, did depose and say that he is a Vice President of THE CONTINENTAL INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



CERTIFICATE

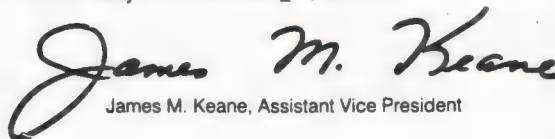


Marilyn A. Hockenbury
A Notary Public of New Jersey
My Commission Expires June 23, 1988

I, the undersigned, an Assistant Vice President of THE CONTINENTAL INSURANCE COMPANY, a New Hampshire corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at Piscataway, in the State of New Jersey. Dated the 29th day of January, 1986.





James M. Keane, Assistant Vice President

CERTIFICATION OF BIDDER/VENDOR

ALL STAR CONSTRUCTION & EXCAVATING, INC.
5722 Langford Lane
Fort Wayne, Indiana 46804

The undersigned, on behalf of _____,
_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of _____
_____, that _____
_____, 5722 Langford Lane
Fort Wayne, Indiana 46804
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 29 day of January, 1986.

ALL STAR CONSTRUCTION & EXCAVATING, INC.
5722 Langford Lane
Fort Wayne, Indiana 46804

(Name of Bidder/Vendor)

Edward F. Foss, President
(Name and Title of Person Signing)

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Edward F. Fonz, the President
_____, of ALL STAR CONSTRUCTION & EXCAVATING, INC.
_____, Position 5722 Hartford Lane
Fort Wayne, Indiana 46804

hereby certify:

1. That the Financial Statement of said company, dated the Nov 21 day of 1985, now on file in the office of the Board of Public Works & Safety is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof:
2. That I am familiar with the books of said Company showing its (financial) condition and am authorized to make this certificate on its behalf.

Dated: 1/29/86

Edward F. Fonz
Signature
President
Title

Subscribed and sworn to before me, a Notary Public, in and for said County and State this 29 day of January, 1986.

Sharon M. Rogers
Notary Public
Resident of Allen County

My Commission Expires:

9-3-88

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and _____

ALL STAR CONSTRUCTION & EXCAVATING, INC.

5722 Langford Lane

Fort Wayne, Indiana 46804

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Subscribed and sworn to before me by _____
this 29 day of January, 1986.

My Commission Expires:

9-3-88

Edward F. Fors

Edward F. Fors

Sheron M. Rogers

Notary Public

Resident of Allen County

Subscribed and sworn to before me by _____
this ____ day of _____, 198 ____.

My Commission Expires:

Notary Public

Resident of _____ County

Subscribed and sworn to before me by _____
this ____ day of _____, 198 ____.

My Commission Expires:

Notary Public

Resident of _____ County



Bond No.

PERFORMANCE BOND

Approved by The American Institute of Architects
A.I.A. Document No. A-311 (Feb. 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS:

That ALL STAR CONSTRUCTION & EXCAVATING, INC.

(Here insert full name and address or legal title of the Contractor)

5722 Langford Lane, Fort Wayne, Indiana

as Principal, hereinafter called Contractor, and THE CONTINENTAL INSURANCE COMPANY, New York as Surety,

(Here insert full name and address or legal title of Surety)

hereinafter called Surety, are held and firmly bound unto City of Fort Wayne

(Here insert full name and address or legal title of Owner)

Fort Wayne, Indiana

as Obligee, hereinafter called Owner, in the amount of Thirteen Thousand, Two Hundred Eight Five and 00/100

Dollars (\$13,285.00),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____
entered into a contract with Owner for Doenges Drive Sanitary Sewer - Res. 898-85

in accordance with drawings and specifications prepared by _____

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 12 and day of Feb. A.D. 19 86

ALL STAR CONSTRUCTION & EXCAVATING, INC. (Seal)

(Principal)

BY: Eduardo Flores

(Title)

President

YASTE, ZENT & RYE AGENCY, INC.

THE CONTINENTAL INSURANCE COMPANY

(Seal)

(Surety)

Care J. Blumh
127 W. Berry (Witness)
Fort Wayne, IN 46802

Attorney-in-fact

(Title)

LABOR AND MATERIAL PAYMENT BOND
Approved by The American Institute of Architects
A.I.A. Document No. A-311 (Feb. 1970 Edition)

Note: This bond is issued simultaneously with another bond in favor of the owner conditioned for the full and faithful performance of the contract
KNOW ALL MEN BY THESE PRESENTS:

That ALL STAR CONSTRUCTION & EXCAVATING, INC.

(Here insert full name and address or legal title of the Contractor)

5722 Langford Lane, Fort Wayne, Indiana

as Principal, hereinafter called Principal, and THE CONTINENTAL INSURANCE COMPANY, New York as Surety,
(Here insert full name and address or legal title of Surety)

hereinafter called Surety, are held and firmly bound unto City of Fort Wayne
(Here insert full name and address or legal title of Owner)

Fort Wayne, Indiana

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of
Thirteen Thousand, Two Hundred Eighty Five and 00/100----- Dollars (\$ 13,285.00),
(Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____
entered into a contract with Owner for Doenges Drive Sanitary Sewer Res. 898-85

in accordance with drawings and specifications prepared by _____

(Here insert full name, title and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed, the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which the legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 12nd day of Feb. A.D. 19 86

ALL STAR CONSTRUCTION & EXCAVATING, INC. (Seal)
(Principal)

BY: Edward F. Goss President
(Title)

Donald K. Robinson
(Witness)

YASTE, ZENT & RYE AGENCY, INC.

THE CONTINENTAL INSURANCE COMPANY (Seal)
(Surety)

Carol J. Bunker
127 W. Berry (Witness)
Fort Wayne, IN 46802

Donald K. Robinson
Attorney-in-fact (Title)

The Continental Insurance Company

180 Maiden Lane, New York, New York 10038

GENERAL POWER OF ATTORNEY

Know all men by these Presents, That THE CONTINENTAL INSURANCE COMPANY has made, constituted and appointed, and by these presents does make, constitute and appoint

Donald T. Belbutowski of Fort Wayne, Indiana

its true and lawful attorney, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

All Obligees

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

Five Million (\$5,000,000) Dollars.

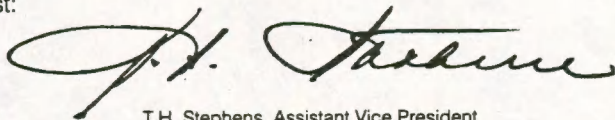
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 1st day of November, 1977:

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company, be, and that each or any of them is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the Company, bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

In Witness Whereof, THE CONTINENTAL INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Assistant Vice Presidents this 4th day of June, 1984.

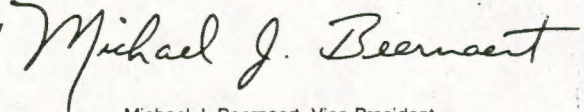
Attest:



T.H. Stephens, Assistant Vice President

THE CONTINENTAL INSURANCE COMPANY

By



Michael J. Beernaert, Vice-President

STATE OF NEW JERSEY }
COUNTY OF MIDDLESEX }

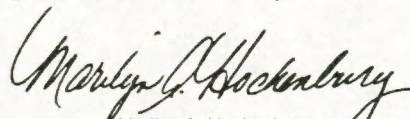
ss.:



On this 4th day of June, 1984, before me personally came Michael J. Beernaert, to me known, who being by me duly sworn, did depose and say that he is a Vice President of THE CONTINENTAL INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



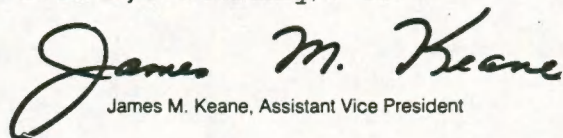
CERTIFICATE


Marilyn A. Hockenbury
A Notary Public of New Jersey
My Commission Expires June 23, 1988

I, the undersigned, an Assistant Vice President of THE CONTINENTAL INSURANCE COMPANY, a New Hampshire corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at Piscataway, in the State of New Jersey. Dated the 20th day of February, 19 86.




James M. Keane, Assistant Vice President

TITLE OF ORDINANCE Contract 898-85, Doeñges Drive Sanitary SewerDEPARTMENT REQUESTING ORDINANCE Board of Public Works & SafetyJ-86-03-07

SYNOPSIS OF ORDINANCE The Contract for Res. 898-85, Doenges Drive Sanitary Sewer, is for the elimination of pollution with the immediate area as described: Beginning at the Southeast corner of Lot #6 in Selma E. & Fred W. Davids Fourth Addn. & the Norther right-of-way of Doenges Drive; thence West along said Northern right-of-way to the East 1/2 line of the Northeast 1/4 of Sec. 29, Twmsp. 31, Range 13 E. 1/2 line to the Southern right-of-way of Stellhorn Road (SR#37): thence E. along said right-of-way to the NE corner of Lot #3 located in Selma E. & Fred W. Davids First Addn; thence S. along said E. line of Lot #3 to the Southern boundary of said First Addn; thence E. along said Southern boundary to the NE corner of Lot 36 in Selma E. and Fred W. Davids 4th Addn; thence S. along the E. line of Lot #6 to the Northern right-of-way of Doenges Drive. All Star Construction & Excavating, Inc. is the contractor.

EFFECT OF PASSAGE Improvement of sewer conditions at above location.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$13,285.00

ASSIGNED TO COMMITTEE _____

BILL NO. S-86-03-07

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~XXXXXXXXXX~~) RESOLUTION approving the Contract

for Res. #898-85, Doenges Drive Sanitary Sewer, by the City of

Fort Wayne, Indiana, by and through its Board of Public Works and

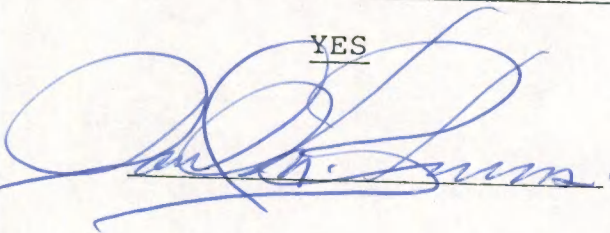
Safety and All Star Construction & Excavating, Inc.,

HAVE HAD SAID (ORDINANCE) (~~XXXXXXXXXX~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)

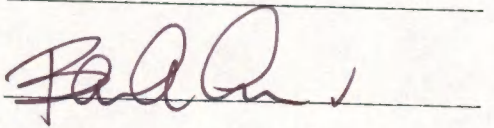
(~~XXXXXXXXXX~~) RESOLUTION

YES

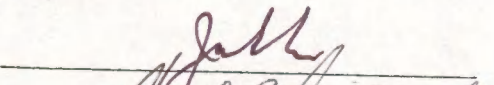
NO



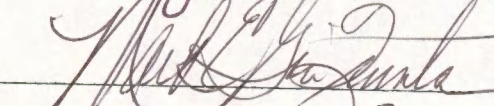
PAUL M. BURNS
CHAIRMAN



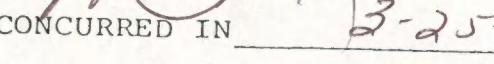
THOMAS C. HENRY
VICE CHAIRMAN



BEN A. EISBART



JAMES S. STIER



MARK E. GIAQUINTA

CONCURRED IN 3-25-86

SANDRA E. KENNEDY
CITY CLERK